

# **EXHIBIT Z2-C**



November 12, 2015

Standby Letter of Credit No. 839BGC1500969

Beneficiary:

Apache Corporation (the "**Beneficiary**")  
2000 Post Oak Boulevard  
Suite 1000  
Houston, Texas 77056  
Attention: James W. Kimble, Vice President and Treasurer  
E-mail: Jim.Kimble@apachecorp.com  
Phone: (713) 296-6752

Deutsche Bank AG New York Branch  
60 Wall Street  
Mail Stop NYC60-3817  
New York, NY 10005

Ladies and Gentlemen:

We, Deutsche Bank AG New York Branch (the "**Issuing Bank**") hereby establish in your favor our Irrevocable Standby Letter of Credit No. 839BGC1500969 for the account of Fieldwood Energy LLC, a Delaware limited liability company (the "**Applicant**"), for a sum or sums not to exceed in the aggregate U.S. Dollars \$67,557,356.00 (Sixty Seven Million Five Hundred Fifty Seven Thousand Three Hundred Fifty Six and No/100 U.S. Dollars) (the "**Stated Amount**").

Funds under this Standby Letter of Credit are available to you upon receipt of your written statement in accordance with the terms and conditions of this Standby Letter of Credit in the form of Exhibit A (a "**Decommissioning Drawing Request**") or Exhibit B (a "**Non-Extension Drawing Request**") attached hereto purportedly signed by your authorized officer.

Multiple and partial drawings under this Standby Letter of Credit are allowed. The Stated Amount of this Standby Letter of Credit shall be reduced by the amount of any such drawings.

The Stated Amount of this Standby Letter of Credit shall from time to time automatically reduce (without any requirement for further notice, amendment or other formality or action of any person) upon the Issuing Bank's receipt of a Reduction Notice executed by both the Applicant and the Beneficiary in the form of Exhibit C.

This Standby Letter of Credit expires at our office of Deutsche Bank AG New York Branch, 60 Wall Street, New York, New York 10005 on November 9, 2017 (as such date may be extended pursuant to the next paragraph, the "**Expiration Date**").



It is a condition of this Standby Letter of Credit that its expiry date shall be automatically extended, without amendment, for additional periods of one year from the expiry date hereof, or any future expiration date, unless at least 60 (sixty) days prior to any expiry date we notify you by certified mail (return receipt requested) or by any other receipted means that we elect not to consider expiry date of this Standby Letter of Credit extended for any such additional period.

This Standby Letter of Credit shall automatically terminate (without any requirement for further notice, amendment or other formality or action of any person) upon the Issuing Bank's receipt of a Termination Notice accompanied by the Original Letter of Credit and executed by both the Applicant and the Beneficiary in the form of Exhibit D.

We hereby agree with you that each Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, presented under and in compliance with the terms and conditions of this Standby Letter of Credit will be duly honored upon presentation to us, and we will make payment on or before the second Banking Day following such presentment in accordance with the terms and conditions hereof.

As used herein, "Banking Day" means any day other than a Saturday, a Sunday, or a day on which banking institutions in the city of New York, New York are authorized or required to be closed.

In the event that a Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, fails to comply with the terms and conditions of this Standby Letter of Credit but is presented on or before the Expiration Date of this Standby Letter of Credit, we shall provide you prompt notice of same stating the reasons therefore and shall upon your instructions hold any non-conforming Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, at your disposal or return any non-conforming Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, to you at the address set forth above by overnight courier. Upon being notified that the Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, was not effected in compliance with this Standby Letter of Credit, the Beneficiary may attempt to correct such non-complying Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, in accordance with the terms and conditions of this Standby Letter of Credit.

Payments hereunder shall be made by us to you (a) by wire transfer in United States Dollars of immediately available funds in the amount of such drawing in accordance with your instructions set forth in the Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, and (b) without any deduction, recoupment, diminution, set-off, counterclaim or withholding (other than deduction or withholding of tax required by law, which shall be permitted) and we expressly waive any such right.




All Decommissioning Drawing Requests, Non-Extension Drawing Requests and communications with respect to this Standby Letter of Credit shall be in writing, addressed to us at 60 Wall Street, New York, New York 10005 Attention: Trade Finance Department, referencing this Standby Letter of Credit number 839BGC1500969 and presented to us by overnight courier, delivery in person or facsimile transmission to 212-797-0780 at such address, provided that the original of any such Decommissioning Drawing Request or Non-Extension Drawing Request, as the case may be, sent via facsimile transmission shall also be sent to us at such address by overnight courier. However, our receipt of original Decommissioning Drawing Requests or Non-Extension Drawing Requests will not be conditions for payment hereunder.


All of the Issuing Bank's charges are for the Applicant's account.

Except as otherwise expressly stated herein, this Standby Letter of Credit is subject to the International Standby Practices, International Chamber of Commerce, Publication No. 590 ("ISP98") and as to matters not addressed by the ISP98, shall be governed by and construed in accordance with the laws of State of New York.

Very truly yours,

Deutsche Bank AG, New York Branch

By:   
Name: Cherine Kenawy  
Title: Assistant Vice President

By:   
Name: Kam Chan  
Title: Assistant Vice President

**EXHIBIT A****FORM OF DECOMMISSIONING DRAWING REQUEST**

Date: \_\_\_\_\_

To:

Deutsche Bank AG New York Branch  
60 Wall Street  
New York, New York 10005  
Attention: Trade Finance Department  
Fax No 212-797-0780

Re: Your Standby Letter of Credit No. 839BGC1500969 (the "Standby Letter of Credit")

Ladies and Gentlemen:

The undersigned individual, an authorized officer of Apache Corporation (the "**Beneficiary**"), hereby certifies to Deutsche Bank AG New York Branch (the "**Issuing Bank**"), with reference to the Standby Letter of Credit No. 839BGC1500969 (the "**Letter of Credit**") dated November 12, 2015, issued in favour of the Beneficiary by the Issuing Bank for the account of Fieldwood Energy LLC (the "**Applicant**"), as follows as of the date hereof (any capitalized term used in this Drawing Certificate and not defined in this Drawing Certificate shall have its respective meaning as set forth in the Letter of Credit):

1. The undersigned is authorized to make the drawing request pursuant to this Decommissioning Drawing Request on behalf of the Beneficiary.

2. The Beneficiary is entitled to make a drawing in the amount of [\$ \_\_\_\_\_] (the "**Drawing Amount**") pursuant to the terms and conditions of the Letter of Credit and of the Decommissioning Agreement dated as of September 30, 2013 among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Applicant and GOM Shelf LLC (as amended, restated or otherwise modified from time to time, the "**Decommissioning Agreement**"). Such Drawing Amount does not exceed the amount available for drawing under the Letter of Credit, and the Letter of Credit has not expired.

3. Buyer has failed to reimburse and pay a Seller or its Affiliate for Reimbursable Amounts (as such terms are defined in the Decommissioning Agreement) in the amount of the Drawing Amount within the time period specified in Section 2.7(b) of the Decommissioning Agreement.

4. Beneficiary has complied with Section 3.2(a)(i) and Section 3.2(a)(ii) of the Decommissioning Agreement.



5. The Drawing Amount does not exceed the amount Beneficiary is entitled to draw under the Letter of Credit pursuant to the Decommissioning Agreement.

6. The Beneficiary has provided or will provide the Applicant with a copy of this Decommissioning Drawing Request on the date hereof by facsimile transmission to:

Fieldwood Energy LLC

Attention: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_].

7. Please remit payment in the amount of [\$\_\_\_\_\_] in immediately available funds, by wire transfer, to the order of Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Decommissioning Drawing Request on [insert date of the Decommissioning Drawing Request].

**Apache Corporation**

By: \_\_\_\_\_

Name:

Title:



**Exhibit B**

**FORM OF NON-EXTENSION DRAWING REQUEST**

**Non-Extension Drawing Request**

Apache Corporation (the "Beneficiary")  
2000 Post Oak Boulevard  
Suite 1000  
Houston, Texas 77056

[insert date of the Non-Extension Drawing Request]

Deutsche Bank AG New York Branch  
60 Wall Street  
New York, New York 10005  
Attn: Trade Finance Department  
Fax no. 212-797-0780

Drawn under Deutsche Bank AG New York Branch  
Letter of Credit Number 839BGC1500969  
Dated November 12, 2015

Ladies and Gentlemen:

The undersigned individual, an authorized officer of Apache Corporation (the "**Beneficiary**"), hereby certifies to Deutsche Bank AG New York Branch (the "**Issuing Bank**"), with reference to the Standby Letter of Credit No. 839BGC1500969 (the "Letter of Credit") dated November 12, 2015, issued in favour of the Beneficiary by the Issuing Bank for the account of Fieldwood Energy LLC (the "Applicant"), as follows as of the date hereof (any capitalized term used in this Non-Extension Drawing Request and not defined in this Non-Extension Drawing Request shall have its respective meaning as set forth in the Letter of Credit):

1. The undersigned is authorized to make this Non-Extension Drawing Request on behalf of the Beneficiary.

2. The Beneficiary is entitled to make a drawing in the amount of [\$\_\_\_\_\_] pursuant to the terms of the Letter of Credit and the Decommissioning Agreement dated as of September 30, 2013 among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Applicant and GOM Shelf LLC (as amended, restated or otherwise modified from time to time). Such Drawing Amount does not exceed the amount available for drawing under the Letter of Credit, and the Letter of Credit has not expired.

3. The Beneficiary has provided or will provide the Applicant with a copy of this Non-Extension Drawing Request on the date hereof by facsimile transmission to:



Fieldwood Energy LLC

Attention: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_].

4. Please remit payment in the amount of [\$\_\_\_\_\_] in immediately available funds, by wire transfer, to the order of Beneficiary in accordance with the following payment instructions:

[insert payment instructions for the Trust A Account]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Non-Extension Drawing Request on [insert date of the Non-Extension Drawing Request].

**Apache Corporation**

By: \_\_\_\_\_

Name:

Title:



**EXHIBIT C****FORM OF REDUCTION NOTICE****Reduction Notice**

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South  
Suite 1200  
Houston, Texas 77042  
Phone: (713) 969-1000

[insert date of the Reduction Notice]

Deutsche Bank AG New York Branch  
60 Wall Street  
New York, New York 10005  
Attn: Trade Finance Department  
Fax no. 212-797-0780

Re: Standby Letter of Credit No. 839BGC1500969 issued by  
Deutsche Bank AG New York Branch

Ladies and Gentlemen:

Each of the undersigned individuals, authorized officers of Fieldwood Energy LLC (the “**Applicant**”) and Apache Corporation (the “**Beneficiary**”), respectively, hereby certifies to Deutsche Bank AG New York Branch (the “**Issuing Bank**”), with reference to the Standby Letter of Credit No. 839BGC1500969 (the “**Letter of Credit**”) dated November 12, 2015, issued in favour of the Beneficiary by the Issuing Bank for the account of the Applicant, as follows as of the date hereof (any capitalized term used in this Reduction Notice and not defined in this Reduction Notice shall have its respective meaning as set forth in the Letter of Credit):

1. Each of the undersigned is authorized to execute and deliver this Reduction Notice on behalf of the Applicant and the Beneficiary, respectively.

2. The Drawing Amount under the Letter of Credit shall be reduced to the following: [\$\_\_\_\_\_].

Accordingly, in accordance with the requirements of the Letter of Credit, upon the Issuing Bank’s receipt of this Reduction Notice, the Drawing Amount under the Letter of Credit shall automatically be reduced to [\$\_\_\_\_\_] without any requirement for further, amendment or other formality or action of any person.



IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Reduction Notice on [insert date of the Reduction Notice].

**Fieldwood Energy LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Apache Corporation**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT D****FORM OF TERMINATION NOTICE****Termination Notice**

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South  
Suite 1200  
Houston, Texas 77042  
Phone: (713) 969-1000

[insert date of the Termination Notice]

Deutsche Bank AG New York Branch  
60 Wall Street  
New York, New York 10005  
Attn: Trade Finance Department  
Fax no. 212-797-0780

Re: Irrevocable Standby Letter of Credit No. 839BGC1500969  
issued by Deutsche Bank AG New York Branch

Ladies and Gentlemen:

Each of the undersigned individuals, authorized officers of Fieldwood Energy LLC (the “**Applicant**”) and Apache Corporation (the “**Beneficiary**”), respectively, hereby certifies to Deutsche Bank AG New York Branch (the “**Issuing Bank**”), with reference to the Standby Letter of Credit No. 839BGC1500969 (the “**Letter of Credit**”) dated November 12, 2015, issued in favour of the Beneficiary by the Issuing Bank for the account of the Applicant, as follows as of the date hereof (any capitalized term used in this Termination Notice and not defined in this Termination Notice shall have its respective meaning as set forth in the Letter of Credit):

Each of the undersigned is authorized to execute and deliver this Termination Notice on behalf of the Applicant and the Beneficiary, respectively.

Accordingly, in accordance with the provisions of the Letter of Credit, the Letter of Credit shall automatically be terminated (without any requirement for further notice, amendment or other formality or action of any person) upon the Issuing Bank’s receipt of this Termination Notice accompanied by the Original Letter of Credit.

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Termination Notice on [insert date of the Termination Notice].

**Fieldwood Energy LLC**



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Apache Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_